

**SPECIAL COMMITTEE ON RIVERFRONT ACTIVITIES
AND BASEBALL**

June 7, 2004

5:15 PM

Chairman Lopez called the meeting to order.

The Clerk called the roll.

Present: Aldermen Lopez, Gatsas, Guinta, DeVries, Smith

Messrs: Frank Thomas, Robert Brooks, Randy Sherman, Alderman Roy,
Alderman O'Neil, Thomas Clark

Chairman Lopez addressed Item 3 of the agenda:

Update on Gill Stadium and new stadium development.

Chairman Lopez stated you received a report from Frank Thomas and I'll give you an opportunity to look at that and any questions on the financial for Gill Stadium. As we look through this, Mr. Thomas if you want to make any comments.

Frank Thomas, Director of Public Works, stated as you have mentioned the committee has been given a memo from Mike Castagna to me that basically summarizes the status of the Gill Stadium project. The biggest issue that's outstanding is the further delay in the completion of the elevator, stairs, tower, catwalk to the press box. The reasons for the delay are noted in that memo. We would expect now that that work would be completed by the end of July. Presently we have not experienced any difficulty in the operation of the facility because of the structure not being completed. I assure you that that issue and the other issues noted on the status report will be completed before we accept the work as being completed on the Gill Stadium project.

Mr. Thomas continued on the new stadium I would ask Bob Brooks from Parsons Brinckerhoff, construction manager for the 6 to 4 to 3 to give us a status report. I'll fill in if there are any outstanding questions.

Robert Brooks, Parsons Brinckerhoff, stated the status of the ballpark. Last week we fenced off the site. If any of you have been out there, we have dismantled the stage, which is still being removed off the site. The project right now is coordinating with PSNH on the two things on the temporary relocation of the power lines and also temporary connection to the trailers. The trailers are due to be on the site later this week. We're waiting for delivery. We hope to start excavation either tomorrow, Tuesday, afternoon or Wednesday. We've been in the process in the past few weeks of obtaining bids from a testing company, who will be testing the various components of the ballpark. We worked with Frank Thomas' and Mike Castagna and we've selected Miller Testing as the outfit who will be testing the various components on the site. We've also been in the process of through Payton Construction of obtaining bids on the site work, obtaining bids on the piles, and that's just about finalized on the piles. An outfit was selected for the site work and I don't have the name of it here. I apologize for that. I'll bring that in next time. So we are in the process of obtaining bids for the major components of the site. We also last Friday selected DecTronics as the scoreboard supplier for the ballpark. So we're in the process, there's a lot of things happening all at once. Out schedule I refer to the letter from Andrea Batchelder that refers to the schedule. The schedule has slipped. The scheduled basically has slipped because we haven't been able to gain access to the site and I think letter from Andrea explains some of the issues associated with that. I believe that is now all resolved and we're proceeding forward.

Alderman Lopez addressed Item 4 of the agenda:

Financial update presentation by the Public Works Director.

Mr. Thomas stated you should have been handed out three legal sized pieces of paper that define all of the costs that have been paid by the City to date or reimbursed to the team. To date there's been an expenditure of \$8,127,441 as noted on the sheets. I'd be glad to answer any questions you may have.

Alderman Gatsas asked Frank, can you explain to me when you look at the top it says agreement budget \$2 million for engineering and we've paid \$2.3 [million].

Mr. Thomas answered that is correct. The numbers across the top of the page were numbers that were in the development agreement for the preliminary budget. If you remember some time ago now, when we had a discussion on the available funds to construct the new stadium, there were additional documentation that was passed out noted that there would be \$19 million available for the new stadium and at that time that engineering was going to be far greater than what was preliminarily budgeted. For the next meeting I can bring in additional copy of the

handout that was presented that night. So what I'm trying to show on the sheets is what the original preliminary budget was and the expenditures by category.

Alderman Gatsas asked can you tell me who authorized the over expenditure of the \$2 million?

Mr. Thomas answered if you can remember the preliminary budget that was in the development agreement was just that, a preliminary budget. The bottom line is still the \$28.5 million. It was noted some time ago, again, as we mentioned when the amount was finally available for the construction of the new stadium was defined, summarized the projected cost in all of these different areas, engineering being one of them.

Alderman Smith asked Frank, we allocated \$150,000 from the City for additional costs a Gill, and I notice the costs are up to \$606,000+/-, and that leaves \$243,000+/- . What haven't you done or what do you plan to do at Gill with that money?

Mr. Thomas replied you're talking the \$850,000. Ninety-nine percent of that money is committed. The reason why the expenditure are down in that column is as you know the elevator is the lion's share of the City's commitment out of that \$850,000 and as previously noted, the work on the elevator stair tower, catwalk is quite a ways behind. As a result, we just haven't paid for the work because the work has not been completed.

Alderman DeVries asked Frank, do you anticipate any additional costs that might be caused by the one-month delay that has occurred?

Mr. Thomas answered no. Those costs have been locked in as part of a GNP. We have one GNP that includes the original proposal, which was \$44,500 and included the \$850,000 into it. So we do have committed prices. Any increases in the cost would have to be borne by that GNP out of some contingency funds or reallocation of savings from other items. There is a potential that the contractor may want to seek some additional compensation for the general conditions, however, we have not been notified at this time.

Alderman DeVries asked you said potential...?

Mr. Thomas answered increased costs for general condition items, such as supervision because of the project going on.

Alderman DeVries asked because it will extend by the term of the project by a month?

Mr. Thomas answered that's correct.

Alderman DeVries asked can you tell me within the GNP there is not provision in there for items that are beyond the contractor's ability to control? Like the extension of time or delays in the project to let him out of any of the pricing that has been locked in?

Mr. Thomas replied obviously we want to try to maintain that GNP as tightly as possible because we have no additional monies allocated for the Gill Stadium project. As I mentioned, as the project developed and as work is completed, there were savings that were realized. We're hoping that some of these savings can be potentially reallocated to cover any additional costs in those general condition areas. So at this time, I'm not anticipating any but to be realistic when there is a delay, when a project drags on longer, those kind of issues could surface.

Alderman Guinta asked can you explain a little bit about the general condition areas. I'm under the impression that the GNP means Gross Maximum Price and I'm under the impression that if that price is exceeded, the team owner is required to pay anything over and above the bond amount.

Mr. Thomas stated that would be my position too. The question I think was asked is there a potential of any additional costs because of the delay in the project, there potentially will be. Our position, the City's position, is that we have a guaranteed maximum price and that we expect all of the work to be done within that guaranteed maximum price. If the team and the contractor can not work out these issues, then we would expect they'd have to be addressed by the team in some fashion.

Alderman Guinta asked do you have an idea Frank of what specific delays, I don't know whether it would Bob or whether it would be the contractors might point to suggest additional funds are going to be required from the City? And furthermore, should we be a little proactive here to make sure that we don't get into that situation?

Mr. Thomas answered we have been proactive in the fact that we are trying to finalize punch list items, we're trying to identify any savings and trying to clean up some of the loose ends on this project. As you know, we still have issues with the warranty on the turf, there is still a sizable portion of money that is being held back on payments of the turf installation, so presently there are sufficient funds. Again, I'm always concerned as Alderman DeVries was that when you have a project that gets strung out and there's still an ongoing need for supervision, etc. and those types of costs that somebody is going to be potentially to recoup those costs.

Alderman Guinta stated based on the construction time line now, is it the position of the City or the position of Bob Brooks that we're on time to open in April of next year or is somebody foreseeing...?

Mr. Thomas replied first of all where we're talking about the comments that were being made in relation to Gill Stadium. As far as I'm concerned, I haven't heard anything to contrary that says that the new stadium will not be completed for opening game.

Alderman Guinta stated well I think there's been some rumors about timelines and opening day. Based on where we are today, can you give any kind of clarification with respect to completion date of the new stadium?

Mr. Brooks answered right now it's still scheduled for April 11, 2005, but we're very, very concerned, much more concerned than we were a month ago or two months ago over the fact that we have a schedule, that we had been delayed for various reasons, we've correctly documented to the Board and the City.

Alderman Guinta stated beyond the letter dated May 28th, with respect to the PSNH issue, are the other issues documented in writing? I haven't seen any of these additional concerns that you're referring to in writing.

Mr. Brooks answered the only concern that I referred to is the PSNH. Correct.

Alderman Guinta asked and at this point you're saying that that's been resolved?

Mr. Brooks answered I understand it's been resolved. I'm waiting for a confirmation this evening that the final signature and the PSNH agreement has been obtained, and as of 5:50PM I haven't heard yet.

Chairman Lopez stated let's go to Attorney Clark since he represents us.

Thomas Clark, City Solicitor, stated I spoke to Attorney Miller about 15 minutes ago. The final signatories to the agreement are over at the Sheehan and Phinney law firm on a separate project and they're confident they'll be working on this one right after that and have it signed tonight.

Alderman Guinta stated so assuming that's the case, we're still scheduled on time? It will be tight but most likely it will get done?

Mr. Brooks replied yes.

Alderman Gatsas stated Frank, I apologize for maybe asking a few too many questions here but I didn't get the spreadsheet until I just sat down at 5:15PM. It would be...certainly I would think that it would be wise that we could try to at least get it the day before a meeting. But just doing some simple math, I come up with a balance of, taking the \$19 million out of...if we start with the \$28.5 [million], subtract your \$8.1 million that's been spent thus far, subtract \$19 million for the new stadium, it leaves us a balance of \$1,372,559. Has the elevator been paid for as of yet?

Mr. Thomas answered no it hasn't.

Alderman Gatsas asked any part of it?

Mr. Thomas answered a portion has.

Alderman Gatsas asked what portion? How much?

Mr. Thomas answered I'd say better than 50 percent of it.

Alderman Gatsas asked what was the total cost of it?

Mr. Thomas answered the elevator alone I believe was around \$500,000 to \$525,000.

Alderman Gatsas asked so \$250,000 has been paid?

Mr. Thomas answered that's correct.

Alderman Gatsas asked so if I subtract another \$250,000 from this number, that brings me down to \$1,122,000? Does that include the...how much we're we holding from SRI?

Mr. Thomas answered Harvey Construction is holding \$140,000 in an escrow account from SRI and we're holding approximately 5 percent and change on top of that.

Alderman Gatsas asked which is a total of how much?

Mr. Thomas answered 5 percent on the total contract for Harvey Construction that we've paid to date; I don't have that number off hand.

Alderman Gatsas asked but that's part of that \$1.3 million?

Mr. Thomas answered that is correct.

Alderman Gatsas asked so about \$250,000 is being retained, one for Harvey and Harvey has \$140,000 on the...so if I subtract another \$250,000 from that...

Mr. Thomas stated what I'll be glad to do for the next meeting is come in with the table that we prepared defining the \$19 million and also a copy of the one that Parsons Brinckerhoff has done. The allocations of costs on those two tables that were presented to this committee before are still valid. So we can resummairize the costs both paid and projected.

Alderman Gatsas asked the engineering cost of the \$2.3 million, any of that \$2.3 million associated with the new stadium?

Mr. Thomas answered yes, quite a bit of it is.

Alderman Gatsas stated Rule 58, I notice that that portion is at \$683,000. What is left to do with the \$1 million on the Rule 58 at Gill Stadium?

Mr. Thomas answered Rule 58 is 100 percent completed. Again, the numbers at the top of the page were just the preliminary numbers that were identified in the various agreements. The actual cost of Rule 58 improvements was \$683,804, so all that work has been completed.

Alderman Gatsas asked is all the work at Gill Stadium completed?

Mr. Thomas answered no, not all the work at Gill Stadium.

Alderman Gatsas asked how much is left there?

Mr. Thomas answered I don't have the exact number but if you take the totals that are noted for Gill Stadium, Rule 58, and City Gill, whatever that number comes out to minus \$4,150,000 and \$850,000, that would be the remaining work to be completed.

Alderman Gatsas asked can you tell me what numbers I need to put in here so I get a clearer understanding?

Mr. Thomas answered if you put in the total that was spent on Gill to date, \$3,024,491, Rule 58, which is \$683,804, and City Gill \$606,877, that is what has been spent to date on Gill.

Alderman Gatsas asked none of the engineering was spent on Gill?

Mr. Thomas answered the engineering was allocated to the bond separately, so it was never an allocation towards Gill per say. Now if you take that number that you just added it up, and you subtract that from approximately \$5 million, that is the remaining amount or dollar value of work to be completed on Gill Stadium.

Alderman Gatsas stated that doesn't add up.

Mr. Thomas replied \$5 million has been approved for work at Gill Stadium and again, just looking at the numbers, we're looking at maybe \$4.5 million that has been spent to date.

Alderman Gatsas stated total spent so far to date is \$4,315,172.

Mr. Thomas stated subtract that from \$5 million.

Alderman Gatsas replied \$684,000.

Mr. Thomas stated that's the balance of work that's remaining to be completed at Gill Stadium.

Alderman Gatsas asked and \$250,000 of it is the elevator?

Mr. Thomas stated approximately \$250,000.

Alderman Gatsas stated and we have some \$200,000 and some odd retainage for SRI.

Mr. Thomas stated the balance that hasn't been spent yet of \$600,000 will cover the cost of completing the work at Gill Stadium and also includes paying off the retainage and covering the money that is being held on SRI. Keep in mind the \$140,000 Harvey is holding in a separate account has already been paid and is reflected on the sheet. So it's not a liability, it's an asset I guess.

Alderman Gatsas stated no, but the 5 percent is a liability.

Mr. Thomas stated 5 percent is a liability.

Alderman Gatsas asked so 5 percent of \$500,000 is \$250,000. And if \$250,000 on the elevator hasn't been paid, that's a total of \$500,000. Is somebody going to tell me that the work at Gill Stadium can be completed for a balance of \$184,000?

Randy Sherman, Deputy Finance Officer, stated 5 percent of \$500,000 is \$25,000.

Alderman Gatsas stated okay.

Mr. Thomas stated but again, I don't have all of the numbers that you're adding up, but I am satisfied that we are holding enough money to finish up the required work on Gill Stadium.

Alderman Lopez stated just a basic question. You're not going over \$5 million?

Mr. Thomas answered right now there's no anticipation of going over \$5 million because we have a GNP.

Alderman Gatsas asked from Finance. Let's assume that the \$5 million ends up being \$4.75 [million]. Where does the other \$250,000 get allocated? Does it get back to the City for the City's infusion of the \$850,000 at Gill or not?

Mr. Thomas stated I can probably answer that question. If there is savings on the \$850,000 side, that comes back to the City, if there's savings on the \$4,150,000, that will go back into the pot to be used potentially on the new stadium. However, we don't anticipate any savings on the \$4,150,000.

Alderman Gatsas stated and it doesn't look like you're going to have any savings on the City side either.

Mr. Thomas replied no because we continue to address issues that come up that weren't originally addressed under the original \$850,000 authorization. We're staying within the \$850,000 authorization, if it was brick wall that had to be repaired that surfaced, there was some additional work that came up that we are covering out of that \$850,000.

Alderman Gatsas asked can you give us a better explanation of other work that's come up that this committee would be aware of or took a vote to do?

Mr. Thomas answered the committee approved \$850,000 some defined extra work at Gill Stadium. They turned that money over for my administration. Instead of having to pay \$850,000 for the identified work, we sat down and were able to negotiate that work down. So I did not have to spend the whole \$850,000 on the identified work, however, there was additional work that had surfaced that needed to be performed such as \$14,000 worth of work to repair a wall that was collapsing. We utilized the balance of the \$850,000 to address that work.

Alderman Gatsas stated I guess I have a problem understanding how a wall that's been collapsing wasn't part of the original scope of work when we were doing a \$5 million project.

Mr. Thomas replied it was not picked up on any of the studies or evaluations or proposals that were done. Quite frankly, Alderman Smith brought it to my attention, we went over and took a look at it, we determined that quite frankly it was a dangerous situation because it's a wall along the ramp as you enter on the left hand side of the stadium, and quite frankly if somebody pushed hard on it, it could have fell over. If it did fall over, it could have eventually fallen over on a person entering the handicapped access into the facility. We felt it was something that should be addressed immediately. In addition, there was some additional painting and caulking that was done on the outside of the facility around the restroom windows. We included that, however, we're living within the \$850,000 that was allocated for the City, additional work on the project.

Alderman Gatsas stated but I believe that \$850,000 was specifically for line items visa v an elevator, visa v the locker rooms, I think those were specific and it didn't get into, or at least I didn't think, we were getting into discretionary spending without this committee knowing about it.

Mr. Thomas stated it was my interpretation that the committee allocated \$850,000 to do additional City work on Gill Stadium. Now through the fact that we negotiated the prices down, gave us some additional capacity to do additional work, I felt it was my obligation to address a safety issue. So we went ahead and authorized the work. Work hasn't been completed, hasn't been started, if the committee so desires I will give a directive to Harvey Construction not to do the work.

Alderman Gatsas stated I certainly commend Alderman Smith for finding it, but I think his travels through Gill Stadium in the course of the last year probably, I would have been shocked if you didn't find that sooner and certainly I commend him for bringing it forward because it should be repaired, but it amazes me that we spend engineering costs on a \$5 million project and a wall that could be a hazard to the City, is not picked up. That's a very uncomfortable position to see, because now I'm concerned about whatever else may have been overlooked as the process went forward.

Mr. Thomas stated as you know Alderman, there were a lot of things that were overlooked depending on the position that you're taking. The existing locker facilities were not contemplated as being addressed under the original design; that was something that was added too. So there was a lot of issues. Even with this \$5 million investment in Gill Stadium, there is still going to be a need to continue to invest money into the facility because it is not addressing every single issue that could surface within the next year or two at Gill Stadium. However, the majority of the issues have now been addressed under Gill Stadium. Gill Stadium is quite frankly a top-flight operation.

Alderman Gatsas stated the concern of the safety issue on the playing surface. I noticed that there was another picture in the paper the other day of...I give the photographer credit because to pick up the black rubber that was bouncing up on a ground ball was pretty good photography. So I guess my question is threefold, and one being do we have a guarantee...I know we don't have a guarantee. What is the process of 1) a vehicle going out on that field and putting the bleachers for when football and soccer begin, and 2) what do we do with putting in the goalposts so football can be played there, and 3) what do we do with the safety issue with that rubber with contact being on a regular basis on that field when a facemask goes down and the rubber comes up into somebody's face.

Mr. Thomas stated I'll answer the last one. The Health Department does not feel that that is a health and safety issue and quite frankly, the feedback that I've gotten from some of the city teams that have played, they would much rather play on this synthetic field than playing on a grass field that may have rocks, pebbles and God only knows what else come up or into their masks. As far as the issue of the rubber pellets coming up and the warranty, I'll turn that over to Mr. Brooks.

Mr. Brooks stated there's two issues dealing with the SRI bankruptcy. Number one is the guarantee, which is an eight-year guarantee, and the second issue is just the maintenance of the field. In dealing with the first one, we've been in contact with Harvey. Harvey is waiting for legal correspondence from SRI. We do know and have been in contact with two of the salesmen who work for SRI, have started their own company, their looking at the potential of developing some type of maintenance program, if you will, trying to take up the slack on existing contracts. They have not finalized everything, but I think the good news is that there are some people at SRI who are trying to reorganize. Legally Harvey is waiting for documentation from the lawyers of SRI on the status of the bankruptcy filing. As Frank pointed out, Harvey basically was paid for SRI work and Harvey is now taking that payment and not paid SRI but put it in a special bank account so that that money could get involved in legal entanglements, encumbrances because it was paid from us to Harvey for work that was done and Harvey as the general contractor and SRI was the subcontractor, there's some legality issues of Harvey holding that money. In regard to the warranty on the field. We've discussed the warranty with various folks, what we are coming to the conclusion is that we probably should set aside some money...SRI wasn't paid fully for all of their work. There is some money outstanding under the SRI budget, and what we should do is take that money and set it aside for any future repair work that may be required on the field. Thus far in our discussions with other folks who have this field, including the City, they have a similar field at West High, and also recently we talked to Northeastern University that has installed an SRI field, a multi-purpose field. They have not encountered any difficulty. As a matter of fact, Northeastern has had the same turf issue, if you want to call it that, it's not a safety

issue, it's just the turf before it is fully settled in, bounces around a lot. What we found in talking to folks at SRI and Northeastern, is that there is a period of time of maintenance that you would adjust the machine on just how much when you groom the field, just how much depth you should be grooming, and in checking with the folks at Gill and Sean Smith and the Fisher Cats, it turned out that their depth was maybe a quarter of an inch deeper than it should have been, so they've adjusted the depth of the grooming and it turns out there's far less particles bouncing up than there was in the past. And in talking to the folks at Northeastern, they feel that our field will be equally as competent as their field in the future. We're also proposing to have our Parks Department maintenance personnel over time during this next year, which after this year they'll be responsible for the field, actually meet with the maintenance folks at Northeastern and go over their maintenance schedule. What better way to develop a maintenance program than to work with a college that has the same type of field, that probably has more usage than we do and understand what they did from their past experiences and utilize that on our field. I think there's some positives that we've found out in our investigation of SRI and other fields.

Alderman Gatsas asked how much is being held by us on SRI?

Mr. Brooks replied I'm not sure of the exact amount. We could provide you with that, but I'm not sure what the exact amount is.

Mr. Thomas added I believe the City is holding maybe \$80,000 and there's \$140,000 in Harvey's escrow account that's been paid.

Mr. Brooks stated we have used part of that \$80,000 for just getting the field ready. We needed someone to get the field ready for the opening and for this current season. So we have had to dip into that \$80,000 by hiring an outside consultant to come in and help in getting the field ready, so not all of that \$80,000 is there.

Mr. Thomas stated but keep in mind this, we're holding a retainage on the entire project. That retainage will not be released at the end of the project until the whole issue of the SRI turf and warranty has been resolved to our satisfaction.

Alderman Gatsas stated I think that's the retainer that Mr. Sherman was talking about, about \$25,000.

Mr. Thomas stated \$25,000 I believe was the 5 percent on the \$850,000.

Alderman Gatsas stated well he can try his calculator but I agree with him. Five percent on \$500,000 is \$25,000.

Chairman Lopez stated Frank, check out the numbers with Finance and all of that and send a memo to the committee on the bottom line here. Include how much you spent out of that \$80,000. Are you authorized to spend the \$80,000?

Mr. Brooks answered we worked with Frank on that.

Mr. Thomas answered they spend the money. Again, the contract is between Harvey Construction and the team. Parsons Brinckerhoff as the construction manager oversees the entire activity. Periodically they submit requisitions to us. The requisitions are signed by Parsons Brinckerhoff recommending payment. We then evaluate those requisitions to make sure that the payments are proper and that we're holding enough money totally in reserve to cover all of the outstanding work and I feel confident that we have.

Alderman Gatsas stated I guess I need to do the math because... I'll go back to the math because the assistant Deputy Director of Finance corrected me and said it was \$25,000 and let me correct him. It's \$250,000 just as I had calculated on \$5 million. If we're retaining 5 percent on the \$5 million project, that's \$250,000; we still have to pay \$250,000 on the elevator, that's \$500,000, so that leaves us with a balance of \$184,000 to complete the project.

Mr. Thomas stated we have enough money in the account to complete all of the work at Gill Stadium. For your next meeting we will give you a complete breakdown of that and all the monies that are being held on SRI.

Alderman Gatsas stated we can get that before the next meeting, I would assume.

Mr. Thomas stated we will get that before the next meeting. The reason why you didn't get this financial statement is that at the end of last week we just finished processing about four requisitions and I felt it would be good for this committee to get the latest information. If I had completed this and sent it out so it could be included with the agenda, the last four requisitions wouldn't appear on this sheet.

Chairman Lopez stated as soon as you can get the report, send it out to the committee.

Alderman Smith stated I'm surprised by one statement. As far as Alderman Gatsas is concerned, I know the goalposts, they're all cut out, everything is all set and I assume Frank that you're going to survey the field before everything is laid out for football and whatnot? Is that correct?

Mr. Thomas stated before the City accepts this project, all the work that was defined to be completed will be addressed properly. In addition, when prior to the Fisher Cats moving out for the last time, we will do a walk through of the facility to make sure that there hasn't been any damage done to the work that we have just recently paid for.

Alderman Smith stated the thing that surprised me in regards to the crumb rubber and I talked with you Frank and I talked with Fred Rusczek and you absolved me of the safety issues and everything. But I'm surprised, someone stated or maybe you did that are they doing proper maintenance on grooming the field? The Fisher Cats? Are they doing it properly? And if they are doing it properly, we should have our Parks & Recreation crew probably film it so they know what to do because once we inherit it in September, it's ours 100 percent and that's my concern.

Mr. Brooks stated our Parks & Recreation crew has been work with the Fisher Cats in understanding the field. And we have been over time adjusting what the maintenance procedures are and we found out that we needed to decrease the depth of grooming by a quarter of an inch and that's ongoing. And I think over time that depth slowly reduces to an appropriate level. It's sort of trial and error based upon how the field was installed, the conditions over the course of the winter, the usage, how often the field is played on, there's a series of maintenance control points that need to take place. There are some areas of the field that are never stepped on. So that doesn't need as much grooming as other areas. So it's a series of trial and error when you have a new field like that.

Alderman Smith stated there's two concerns of mine in regards to the field. One was early in the season they had flaming batons, which I think should be illegal for the fibers. Second of all, there's a membrane on the dugout roof and I don't think anybody should be putting tripods or any TVs or so forth on top of the dugout roofs of the home and visitors roofs and I'm very concerned about that because that's exactly where I sit and I see these people coming in there with their shoes, their sneakers, their tripods on top of that membrane.

Mr. Brooks replied as a matter of fact, after the first game I sent a memo to Sean Smith identifying that signs should be placed on the dugout roofs identifying that. No one should be on there just for that potential. Sean has talked to the press, he has allowed a few people from the press on there, he has assurances from them that there is rubber at the bottom of the tripods; they are small tripods. It needs to get maintained and checked all of the time by the representatives of the Fisher Cats, I agree with you. And the flames on the field, we've already mentioned to Sean that that is a hazard and he should not have that activity out there.

Alderman Roy stated a question for Frank. Frank, a quick 5-part question. On Page 1 of your spreadsheet there's a spending between 7 and 8. First of all, which number is that? Is it included in the total? What was the date the requisition was sent to you?

Mr. Thomas replied that pending should be taken out. That has been paid.

Alderman Roy asked how long did that sit on the table before it was reacted or problems were solved?

Mr. Thomas answered actually that pending referred to No. 9. No. 9 was some engineering cost that we had concerns on. We asked for quite a bit of justification before we would honor that payment. I believe it was a payment to Kimball Chase, if I remember correctly. But again, before I will authorize any reimbursements, if there's anything questionable, I'll go back to Mr. Brooks and I'm sure he'll testify that I can be a real pain in the butt and have him satisfy me that the expenditure of those funds were justified and that the project obtained something useful from him.

Alderman Roy asked so as of today or as of Friday when you finished those last four requisitions, everything outstanding had been paid and these are all of the totals or do you have requisitions still pending?

Mr. Thomas answered well there is a requisition out there that I quite frankly don't agree with, so that's going around in circles. There may be some future requisitions coming in for some early engineering work. I believe they may be floating around out there, but again, the ones that have been approved, we're satisfied that they are justified for reimbursement.

Alderman Roy asked the one that is already in your possession that's going around in the circles, what is the total of that and what is it for?

Mr. Thomas answered it wasn't too great. It might have been for about \$8,000 or \$9,000 and the requisition was entitled opening night costs. I don't believe that these costs are something that should be reimbursed by the City. They dealt with problems with the sound system; additional clean up work that the team felt was necessary and a couple of other items. My position on that particular requisition was either they were the responsibility of Harvey out of the GNP or they were items that the team felt should be done and went ahead and did then on their own.

Alderman Roy stated Frank, you mentioned earlier that you were comfortable where the budget sits. Are we getting the stadium that's projected for the total of the \$28.5 million? Do you still feel comfortable with that?

Mr. Thomas answered we're getting a new stadium for \$19 million. That was identified as the amount of money that was available to be spent after adding up all of the commitments. Again, that sheet will be revised and submitted in advance of the next meeting. Again, I feel very comfortable that we are going to get a good stadium by Payton Construction. I still feel that they are a top shelf operation, they're doing, as far as I'm concerned, an excellent job going out and getting good competitive prices. You remember correctly, there was the issue they were going to helical piles, they've changed that, they've gone to concrete piles. The reason why they've done that is because of the price of steel going up. That item of work was increasing. They were able to locate some concrete piles that were already made sitting in somebody's backyard, I believe they were going to be used down in Boston during the Big Dig somewhere. But because of that, Payton is taking that extra step of really shopping around, quite frankly, beating up his suppliers and subs and getting us a good price for what's available to be spent.

Alderman O'Neil stated just for information. I heard quite a bit of discussion over the groom of Gill. There actually is going to be a topic on the CIP agenda next week regarding the maintenance of our synthetic field facilities. We're not sure there's a program that exists for West currently, tie Gill into it and we're not sure what the plan is moving forward with Memorial High School. So I know the Clerk was going to contact Parks and ask to have our consultant as well as the manufacturer hopefully represented next week. But regarding Memorial, I'm not sure we can have a SRI representative where they went bankrupt. And possibly have some representatives of the other locations in New Hampshire that have synthetic fields and what they do for maintenance on them, because in the past there hasn't been anything going on over at West, so that will happen next Tuesday night during the CIP meeting.

Alderman Lopez addressed Item 5 of the agenda:

Arbitration update.

Thomas Clark, City Solicitor, stated as the committee was aware the arbitrators worked out a scheduling of the arbitration process. Unfortunately Mr. Fremo was scheduled for court at the same time as the scheduled hearing of arbitration. We've talked to the arbitrators and so have the other parties. Everyone has agreed now to a new date of June 21st for the hearing. The arbitrators will be sending out a new schedule within the next day and I forward it all to the committee.

Alderman Guinta stated we made some modifications at the last meeting. Was there an indication that there was going to be the committee appointed by the Mayor working on our behalf? Was that an issue that we voted on or talked

about? I think part of the reason that we made information public was to allow the process to happen in a more timely fashion. Have any of those things actually happened or...?

Solicitor Clark answered there have been discussions. They haven't resulted in any culmination at this point.

Alderman Guinta asked what are the discussions that have happened?

Solicitor Clark answered I've been in meeting with Mr. Catapano and others to see if we could come to what might be an appropriate price to bring back to the committee. To tell you the truth, they just haven't been as beneficial as we had hoped they'd be and at this point we believe that we should just go through the arbitration process.

Alderman Guinta asked could you expand on that a little bit.

Chairman Lopez stated let me just remind everyone. The reason that it was requested by the three person committee that the Mayor and this committee accept it and the request come in from Ship Ashooh asking us to relieve the appraisal, which we did, and I think the intent was because we didn't release the appraisal they couldn't come back to us. But I think as we released it and they went back and looked at whatever conversations they were privileged to among themselves, that they could not come any conclusion to come back to this committee.

Solicitor Clark stated that's correct, and if you want to discuss it further, we really should recess to meet with legal counsel. I'd rather not discuss it in public.

Alderman Guinta stated I think the committee should have a very specific update. I have not been provided any formal or informal update. The reason we released the appraisal was to allow this committee to investigate whether there is a figure that could be agreed upon and to this point I haven't received an update. I think it's reasonable that this committee receive one. So if it's appropriate to recess, I think we should recess.

Alderman DeVries asked is there significant additional information that you would feel that you could give us in executive session?

Solicitor Clark answered I could answer questions you might have. All I can really tell you that the parties have discussing it and they haven't come to any agreement.

On motion of Alderman Guinta, duly seconded by Alderman DeVries, it was voted to recess the meeting to go into executive session. Alderman Gatsas was duly recorded in opposition.

Chairman Lopez called the meeting back to order.

There being no further business to come before the committee, on motion of Alderman Smith, duly seconded by Alderman DeVries, it was voted to adjourn.

A True Record. Attest.

Clerk of Committee